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TECHNOLOGIES, LLC and ACE DURAFLO
7 SYSTEMS, LLC
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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
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12 PIPE RESTORATION
TECHNOLOGIES, LLC, a Nevada
13 Limited Liability Company; ACE
DURAFLO SYSTEMS, LLC, a Nevada
14 Limited Liability Company,

15 Plaintiffs,
16 vs.

17 FLORIDA DRAIN-LINING
SOLUTIONS, LLC, a Florida Limited
Liability Company; RONALD
18 CODDINGTON, an individual; and
DOES 1 through 10, inclusive,

19 Defendants.
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Case No. 8:23-cv-00237-FWS-DFM

Judge: The Hon. Fred W. Slaughter

**STIPULATION FOR ENTRY OF
JUDGMENT**

1 Plaintiffs Pipe Restoration Technologies, LLC (“PRT”) and ACE Duraflo
 2 Systems, LLC (“ACE,” together with PRT, “Plaintiffs”) and Defendants Ronald
 3 Coddington and Florida Drain-Lining Solutions, LLC (“FDLS,” together with
 4 Coddington, “Defendants”), by and through their respective counsel of record,
 5 hereby stipulate as follows:

6 **RECITALS**

7 A. On February 7, 2023, Plaintiffs brought the present suit against
 8 Defendants for trademark infringement, false designation of origin, unfair
 9 competition, counterfeiting, false advertising and copyright infringement.

10 B. Plaintiffs and Defendants (the “Parties”) participated in a mediation
 11 before John R. Sommer and resolved this action in its entirety, and have executed a
 12 written Settlement Agreement concurrently with the execution of this Stipulation,
 13 which Stipulation is a requirement of the Settlement Agreement (the “Agreement”).
 14 The Agreement provides for execution of a Stipulated Judgment in this action upon
 15 the terms and conditions set forth herein:

16 **STIPULATION**

17 WHEREFORE, the Parties agree and stipulate that Judgment shall be entered
 18 against Defendants, jointly and severally, and in favor of Plaintiffs as follows:

19 1. Defendants have infringed the following copyrights and trademarks
 20 owned by Plaintiffs:

- 21 a. ACE DURAFLO® (Reg. No. 2,484,383);
- 22 b. EPIPE® (Reg. No. 3,166,746);
- 23 c. EPIPE® (Reg. No. 3,410,670);
- 24 d. ELINER® (Reg. No. 3,442,802);
- 25 e. LEADSMART® (Reg. No. 5,160,560);
- 26 f. LEADSMART® with design (Reg. No. 5,354,763);
- 27 g. VA1360783 for an image of a “copper pipe with clamp”;
- 28 h. VA227985 for an image of a “coated copper pipe”; and

- 1 i. TX0006361732 for the content of ACE's website.
- 2 2. Defendants have engaged in false advertising, including by:
- 3 a. Referencing Plaintiffs' patents throughout FDLS' website;
- 4 b. Including numerous testimonials and case studies on FDLS' website
- 5 that have nothing to do with FDLS and are actually related to projects completed by
- 6 Plaintiffs or Plaintiffs' licensees;
- 7 c. Falsely representing that FDLS has a registered trademark by including
- 8 an "®" at the end of "Florida Drain-Lining Solutions, LLC"; and
- 9 d. Falsely representing that FDLS has various approvals and certifications
- 10 for its process, such as NSF certification, when the approvals and certifications
- 11 relate to Plaintiffs' business and processes and do not apply to FDLS' business,
- 12 products or services.
- 13 3. Defendants shall pay Plaintiffs the amount stated in the Agreement and
- 14 in the manner stated in the Agreement;
- 15 4. Defendants, and anyone acting with or for Defendants, are hereby
- 16 permanently enjoined from (a) using any of Plaintiffs' trademarks identified above,
- 17 or any trademarks that are confusingly similar thereto, (b) copying or otherwise
- 18 using any of Plaintiffs' copyrighted materials, (c) taking any of the actions or
- 19 making any of the representations described in Paragraph 2 above, and (d) otherwise
- 20 stating or implying that Defendants are affiliated with Plaintiffs¹;
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27 ¹ This Stipulation shall not apply to, affect or modify the existing franchise relationship
28 between ACE Duraflo Systems, LLC and Florida Pipe-Lining Solutions, LLC, ("FPLS")
or the agreements relating thereto between those parties, and Coddington shall have the
right and authority to act on behalf of FPLS in connection therewith.

